

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

APR 19 2021

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Nathan Ochisner, Clerk of Court

DOWNS LAW GROUP, P.A.

Plaintiff

v.

THE NATIONS LAW FIRM,

Defendant.

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CIVIL ACTION NO. _____

JURY DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, THE DOWNS LAW GROUP ("DLG") by and through undersigned counsel, and hereby files this Original Complaint against Defendant, THE NATIONS LAW FIRM ("NATIONS"), and would respectfully show the Court as follows:

I. PARTIES

1. Plaintiff DLG is a Professional Association and Florida based law firm, organized under the laws of the state of Florida, with its principal place of business in Miami-Dade County, Florida.
2. Defendant THE NATIONS LAW FIRM,, is a Teas Company, organized under the laws of the state of Texas, doing business in and with its principal place of business in Harris County, Texas. This Defendant can be served through its registered agent, Howard Nations at 3131 Briarpark Dr. Suite 208, Houston, Tx, 77042.

II. JURISDICTION AND VENUE

3. The foregoing paragraphs are incorporated herein by reference.
4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because Defendant is not a citizen of any state in which Plaintiff is also a citizen, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.
5. Venue is proper in this Court under 28 U.S.C. §1391(b)(1) as the Defendant's principal place of business is in Harris County, Texas and the Southern District of Texas.

III. FACTUAL ALLEGATIONS

6. Plaintiff DLG is a Miami, Florida based law firm that represents and/or represented various clients as to claims related to the Economic and Property Damages Settlement Agreement ("Settlement Agreement") involving the Deepwater Horizon Oil Spill, as Amended on May 2, 2012.
7. NATIONS is a Houston based law firm that also represents and/or represented various clients as to claims related to the Economic and Property Damages Settlement Agreement involving the Deepwater Horizon Oil Spill, as Amended on May 2, 2012.
8. As part of the Settlement Agreement, DLG clients were and/or are entitled to a recovery of monies related to "subsistence claims" as defined therein.
9. As a result, on May 1, 2015 DLG and NATIONS agreed to enter into a contractual agreement in relation to those DLG clients that had and/or have subsistence claims pursuant to the Settlement Agreement. A copy of this agreement ("Agreement") is attached hereto.

10. The Agreement states that Plaintiff shall refer its clients to Defendant NATIONS, who would then assume sole responsibility for prosecuting the subsistence claims pursuant to the Settlement Agreement.

11. Upon receipt of the claims from DLG, NATIONS and/or its agent would file them in the Eastern District of Louisiana to be considered and adjudicated in that jurisdiction by the claims manager under the Settlement Agreement. Upon agreement to pay out any claim, NATIONS agreed to make payment to DOWNS in Miami-Dade County, Florida. The Agreement attached hereto between the parties was thus performed in both the state of Louisiana and the state of Florida.

12. DLG provided services to the clients as well in Miami-Dade County, Florida including the completion of surveys, intake forms, and gathering additional information to determine whether the client qualified for a recovery pursuant to the Settlement Agreement.

13. As consideration for the services provided by DLG as to the client as well as for the referral of such clients, Defendant NATIONS agreed to pay the Plaintiff 25% of all attorneys fees NATIONS received in relation to the clients' claims.

14. On May 21, 2015, Plaintiff sent four separate batches of these referral clients to NATIONS and/or its designated agent(s). On June 8, 2015, Plaintiff sent submitted an additional batch of referral clients. In total, the Plaintiff referred to the Defendant 849 clients with subsistence claims.

15. Having not heard anything from the Defendant NATIONS as to the status of these claims and/or as to the monies received to date, on or about April 20, 2016, Plaintiff made a good faith effort to request information regarding these 849 claims. NATIONS informed Plaintiff that they did not have any information regarding the status of these claims.

16. On October 21, 2016, NATIONS provided Plaintiff with notices for thirty-nine (39) clients paying approximately \$135,000. NATIONS failed to make any payments to the Plaintiff in regards to these clients.

17. Subsequently, upon information and belief, NATIONS has received payments as to the above described clients and/or the remaining 808 clients referred by DLG. Notwithstanding, NATIONS has failed to pay DLG the amount due pursuant to the agreement.

18. As a result, on April 18, 2018 the Plaintiff DLG filed a lawsuit in Miami-Dade County, Florida circuit court against NATIONS seeking recover of the above described funds.

19. After a lengthy period of time where the parties argued whether personal jurisdiction existed as to this Defendant, on October 26, 2020 the court granted the Defendant's Motion to Dismiss for Lack of Personal Jurisdiction in the state of Florida over the Defendant NATIONS.

20. As a result, the Plaintiff has now re-filed the case herein.

21. The Plaintiff thus seeks a recovery of the amounts due under the contract related to the clients referred to the Defendant NATIONS as described above.

COUNT I
Breach of Contract

The Plaintiff realleges and reavers paragraphs all paragraphs of this Complaint as though fully set forth herein.

22 As stated above, the parties entered into a contractual agreement whereby the Plaintiff performed services related to its clients and further referred such clients to the Defendant NATIONS in order to prosecute their claims pursuant to a matrix set up in the Settlement Agreement.

23 The Plaintiff performed all obligations pursuant to the Agreement.

24 The Defendant, however, breached its contractual obligations by failing to pay the Plaintiff 25% of all attorneys fees received from the clients the Plaintiff referred to NATIONS.

25 As a direct and proximate result of such breach the Plaintiff has suffered damages including the amounts the Defendant owes to the Plaintiff for each claim that it recovered Attorneys' Fees.

26 The Plaintiff has performed all conditions precedent prior to the filing of the claims herein and/or any such conditions have been waived by the Defendant.

WHEREFORE, the Plaintiff respectfully requests that this Court award damages in favor of the Plaintiff and against the Defendant for the amounts due as set forth above, award both pre-judgment and post-judgment interest, the costs of this action, and for any additional relief this court deems just and proper.

The Plaintiff demands trial by jury of all claims set forth herein.

Dated: April 5, 2021

Respectfully submitted,

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